

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

Chapter 11
Case No. 25-10068 (CTG)
(Jointly Administered)
Hearing Date: To Be Determined
Objection Date: To Be Determined
Docket Nos. 1353, 1357, 1387, 1416

**ORACLE AMERICA, INC.'S REQUEST FOR ALLOWANCE
AND PAYMENT OF CHAPTER 11 ADMINISTRATIVE EXPENSES**

Oracle America, Inc., (“Oracle”), a creditor and contract counter-party in the above-captioned Chapter 11 cases, hereby requests allowance and payment of an administrative expense in the amount of \$208,539.52, pursuant to sections 503(a) and (b) of the Bankruptcy Code (the “Administrative Request”), for post-petition goods and products provided, and services rendered, by Oracle to JoAnn, Inc., *et al.* (“Debtors”).

1. Oracle is a licensor of computer software and, pursuant to agreements, provides software-related products, technical support, maintenance, educational materials, and programs, as well as cloud-based and point of sale services, which Oracle often customizes for the customer's specific needs. Prior to January 15, 2025 (the "Petition Date"), Jo-Ann Stores, LLC ("Debtor") and Oracle were parties to several such license agreements (the "Oracle Agreements").

2. On April 4, 2025, pursuant to the *Notice of Deadlines For the Filing of Proofs of Claim, Including Pursuant to Section 503(b)(9) of the Bankruptcy Code* Oracle timely filed an administrative claim in the amount of \$245,877.95 (“Initial Administrative Request”). The current

Administrative Request is being filed in addition to those amounts set forth in the Initial Administrative Request, as those invoices remain unpaid. Thus, the total administrative priority amount asserted by Oracle between the two requests is \$494,417.47.

3. On July 8, 2025, the Debtors filed an *Amended Plan Supplement for the Second Amended Joint Chapter 11 Plan of JoAnn, Inc. and Its Debtor Affiliates (Technical Modifications)* [Dkt No. 1357] (“Plan Supplement”) in connection with the *Debtors’ Second Amended Joint Chapter 11 Plan of JoAnn, Inc. and Its Debtor Affiliates (Technical Modifications)* [Dkt No. 1353] (“Plan”). Attached as Exhibit “A” to the Plan Supplement is a revised list of Assumed Executory Contracts and Unexpired Leases. No Oracle contracts are identified for assumption.¹

4. On July 10, 2025, the Court entered an Order [Dkt. No. 1387] confirming the Plan. The Plan became effective on July 16, 2025 (“Effective Date”). Pursuant to the Plan, certain Oracle Agreements were rejected as of the Effective Date.

5. Oracle submits this Administrative Request pursuant to the *Notice of (I) Entry of Confirmation Order, (II) Occurrence of Effective Date, and (III) Related Bar Dates* [Dkt No. 1416] (“Notice”). Pursuant to the Notice, the last day to file an administrative claim is August 6, 2025. The time period for the Administrative Request is from February 27, 2025 to the Effective Date (“Administrative Time Period”).

6. Debtor owes Oracle \$208,539.52 for support services which

¹ The Debtors later informed Oracle that they wish to assume one of the Oracle Agreements, relating to Linux products and services.

Oracle provided to the Debtor during the Administrative Time Period. These post-petition services are evidenced by the outstanding invoices (“Invoices”) attached hereto as **Exhibit A**. For this Administrative Request, Oracle prorated Invoice #101902506, based on the service period, from February 27, 2025 to the Effective Date, as set forth below:

Invoice No.	Invoice Due	Amount Due	Service Period	Administrative Amount
101885788	15-May-2025	\$72,292.50	4/15/25-7/14/25	\$72,292.50
101902506	29-May-2025	\$221,113.90	5/29/25-8/28/25	\$117,767.18
101908497	30-May-2025	\$8,597.89	4/1/25-4/30/25	\$8,597.89
101965186	30-Jun-2025	\$8,475.10	5/1/25-5/31/25	\$8,475.10
102009676	30-Jul-2025	\$1,406.85	6/1/25-6/30/25	\$1,406.85
Totals:		\$311,886.24		\$208,539.52

7. Oracle asserts that the Debtor used Oracle’s services up until the Effective Date and therefore provided ongoing tangible value to the Debtors’ estate.

8. Oracle will also file a rejection damages claim for all amounts due under the Invoices. Oracle is not seeking a duplicative recovery. Oracle believes that the services reflected by the Invoices and this Administrative Request are entitled to administrative expense allowance. However, to the extent not allowed as an administrative expense, Oracle seeks to ensure such sums are allowed pursuant to its filed rejection damages claim.

WHEREFORE, Oracle respectfully submits this Administrative Request for allowance and payment of an administrative expense to Oracle in an amount of not less than \$208,539.52 for

the Administrative Time Period, and reserves its right to supplement this Administrative Request if additional unpaid administrative amounts accrue.

Dated: August 6, 2025
Wilmington, Delaware

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